

**FILED**

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CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY                       
DEPUTY CLERK

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IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.

MARCO ANTONIO RAMIREZ ZUNO,  
JUAN CARLOS MONTALBO,  
aka JOHN MONTALBO,  
aka JOHNNY MONTALBO,  
aka JOHN MONTALVO,  
aka JOHN MONTE, and  
WAYNE ARTHUR YORK II,  
aka TIMOTHY HAMICK,  
aka MICHAEL HALSTON,  
  
Defendants.

CASE NO. 2:16 - CR - 0092 JAM

VIOLATIONS: 18 U.S.C. § 1349 – Conspiracy to  
Commit Wire Fraud; 18 U.S.C. § 1343 – Wire Fraud  
(21 counts); 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.  
§ 2461(c) – Criminal Forfeiture

INDICTMENT

COUNT ONE: [18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud]

The Grand Jury charges

MARCO ANTONIO RAMIREZ ZUNO  
JUAN CARLOS MONTALBO, and  
WAYNE ARTHUR YORK II

defendants herein, as follows:

**I. INTRODUCTION**

1. At all times material herein, defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, were individuals residing and working in Puerto Vallarta, Jalisco, Mexico.

**II. THE CONSPIRACY**

2. Beginning on or about March 11, 2011, through on or about September 19, 2012, in the State and Eastern District of California and elsewhere, defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, and others known and unknown to the Grand Jury, did knowingly and willfully agree, combine, and conspire to execute, through the use of wire communications in interstate commerce, a material scheme and artifice to defraud, and to obtain money and property by means of material false and fraudulent pretenses, representations, promises, and the concealment of material facts, in violation of Title 18, United States Code, Section 1343.

**III. MANNER AND MEANS**

Defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, and others known and unknown to the grand jury used the following manner and means, among others, to accomplish the objects of the conspiracy:

3. Defendants and others working with the defendants and at their direction solicited owners and prospective owners of timeshares ("customers") to purchase and sell timeshares using a variety of entity names, including Platinum Access, World Luxury, Continental Resources, Property Marketing Group, International Properties and Resorts, Eagle Marketing Solutions, World Property Connection, International Closing Company, Premier Escrow Service, Advantage Trust International, Chicago Trust and Title, and Advantage Trust International.

4. To enhance the appearance of legitimacy of these companies, the defendants and their co-conspirators created and caused to be created false internet websites for the companies Property Marketing Group, Eagle Marketing Solutions, International Closing Company, Premier Escrow Services, Chicago Trust and Title, Advantage Trust International, and others. The conspirators also listed false and fictitious addresses on the websites for the fictitious companies, and on correspondence,

1 that made it appear that the companies existed and that they were located in the United States, when they  
2 did not exist and did not conduct business from the listed addresses.

3 5. One method the conspirators used to solicit customers was through in-person sales  
4 presentations given in and around Puerto Vallarta, Jalisco, Mexico. In those presentations, defendant  
5 MONTALBO and others solicited customers to participate in the purported "Platinum Access" and  
6 "World Luxury Destinations" programs. During the presentations, defendant MONTALBO and others  
7 made and caused to be made materially false statements and representations that these programs would  
8 provide luxury and VIP concierge services at resorts in Puerto Vallarta, Jalisco, Mexico, and at other  
9 resorts throughout the world. They further made and caused to be made materially false statements and  
10 representations that the customers would be guaranteed a certain number of weeks of lodging at  
11 particular high-end resorts.

12 6. To further encourage participation in the "Platinum Access" and "World Luxury  
13 Destinations" programs, defendant MONTALBO and others offered the services of a company called  
14 Continental Resources to assist the customers in re-renting the guaranteed lodging weeks that the  
15 customers were purchasing. In cases where prospective customers already owned a timeshare,  
16 defendant MONTALBO offered the services of Continental Resources to sell the customer's current  
17 timeshare.

18 7. After customers returned home from Mexico, individuals acting as representatives of  
19 Continental Resources, and often using the aliases James Brooks and Betty Williams, contacted the  
20 customers and encouraged them to wire additional money from bank accounts in the United States and  
21 Canada to bank accounts in Mexico to pay fees and commissions to Continental Resources for the  
22 purported re-rental of the customer's lodging weeks. Those purported fees and commissions were wired  
23 to bank accounts set up by and at the direction of defendant RAMIREZ ZUNO, who distributed a  
24 portion of the proceeds to the coconspirators and scheme participants in the form of cash.

25 8. The individuals purporting to represent Continental Resources also told customers that  
26 they would be contacted by additional companies, including Property Marketing Group, International  
27 Properties and Resorts, Eagle Marketing Solutions, World Property Connection, International Closing  
28 Company, Premier Escrow Service, Advantage Trust International, and Chicago Trust and Title with

1 regard to their timeshare properties.

2       9.       The conspirators provided information regarding Continental Resources customers to  
3 defendant YORK and others. Defendant YORK and others contacted the Continental Resources  
4 customers, as well as additional customers who were first solicited through telemarketing. They told the  
5 customers that they represented companies, including Property Marketing Group, International  
6 Properties and Resorts, Eagle Market Solutions, and World Property Connections. Defendant YORK  
7 and others made and caused to be made materially false statements and representations to the customers  
8 that buyers had been located for their timeshares.

9       10.       After falsely promising and representing that buyers had been found for a customer's  
10 timeshare, defendant YORK and others sent and caused to be sent purported "Purchase Proposals" to the  
11 customers that contained materially false representations, promises, and pretenses, including that a buyer  
12 or buyers had been located for the property, that a purchase price would be sent to the customer, that an  
13 escrow company would be hired to complete the transaction, and that the final funding of escrow would  
14 be completed by a guaranteed date.

15       11.       Defendant York and others purporting to represent Property Marketing Group,  
16 International Properties and Resorts, Eagle Market Solutions, and World Property Connections also told  
17 the customers that they would be contacted by representatives of a closing or escrow companies,  
18 including International Closing Company, Premier Escrow Services, Chicago Trust and Title, and  
19 Advantage Trust International, in order to complete the sales.

20       12.       Individuals purporting to represent closing or escrow companies, including International  
21 Closing Company, Premier Escrow Services, Chicago Trust and Title, and Advantage Trust  
22 International, then contacted the customers and made and caused to be made materially false statements  
23 and representations to the customers that buyers had already placed funds for the transactions in escrow  
24 or in a trust. Defendant YORK and others then demanded the up-front payment of fees by international  
25 wire transfer to bank accounts in Mexico in order to complete the transactions. In demanding the fees  
26 defendant York and others made and caused to be made materially false statements that the fees were for  
27 the purpose of paying Mexican taxes, transfer fees, maintenance costs, and other fees associated with the  
28 sale of a timeshare, and that the payments were necessary in order to close the purported sales.



13. Defendant YORK and others then directed the customers to wire the purported fees to bank accounts set up by and at the direction of defendant RAMIREZ ZUNO. RAMIREZ ZUNO and others working at his direction kept spreadsheets of the wire transfers and used them to distribute portions of the fraud proceeds to the conspirators.

14. When customers eventually attempted to use the guaranteed lodging weeks at the timeshare resorts they had purchased from Platinum Access and World Luxury Destinations, they were unable to do so. They did not receive the guaranteed vacation rental that they had paid for, or, in some cases, they were redirected to other lower quality resorts in the same area as the luxury resorts.

15. Continental Resources and the purported title and escrow companies did not re-sell the customers' existing timeshares as represented, did not successfully arrange for such sales to occur, and did not pay the sums of money that had been guaranteed by defendant MONTALBO and others.

16. In total, approximately 84 victims in the United States and Canada wired approximately \$2.5 million to bank accounts in Mexico as part of the scheme.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH TWENTY-TWO: [18 U.S.C. § 1343 – Wire Fraud]

The Grand Jury further charges

MARCO ANTONIO RAMIREZ ZUNO,  
JUAN CARLOS MONTALBO, and  
WAYNE ARTHUR YORK II,

defendants herein as follows:

**I. THE SCHEME TO DEFRAUD**

1. Beginning on or about March 11, 2011, through on or about August 28, 2012, in the State and Eastern District of California and elsewhere, defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, and others known and unknown to the Grand Jury, knowingly devised, intended to devise, and participated in a material scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises and the concealment of material facts.

2. The purpose of the scheme and artifice was to induce individuals to send money to accounts in Mexico based on false and fraudulent representations that by doing so they would obtain

membership in a vacation rental program operating under the name of Platinum Access Program and World Luxury Destinations, would successfully rent back certain portions of their membership in Platinum Access Program and World Luxury Destinations, and would successfully sell existing timeshare vacation rentals.

## II. MANNER AND MEANS

The defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, and others used the following manner and means to accomplish the objects of the conspiracy.

3. The allegations in Paragraphs 3 through 16 of Count One are re-alleged and incorporated by reference in their entirety.

## III. WIRINGS

4. On or about the dates set forth below, in the State and Eastern District of California, for the purpose of executing the aforementioned scheme and artifice to defraud, defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS MONTALBO, and WAYNE ARTHUR YORK II, and others did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain writings, signs, signals and sounds, as more specifically set forth below:

Count	Date	Wire Description
2	July 14, 2011	A credit card payment for approximately \$14,780.00 drawn on an account at Tri-Counties Bank in Redding, California, to the Grand Miramar Resort in Puerto Vallarta, Mexico.
3	July 18, 2011	A credit card payment for approximately \$7,435.00 drawn on an account at Tri-Counties Bank in Redding California, to the Grand Miramar Resort in Puerto Vallarta, Mexico.
4	August 2, 2011	A wire transfer in the amount of approximately \$5,048.00 drawn on an account at Tri-Counties Bank in Oroville, California, to HSBC Bank in Mexico.
5	August 3, 2011	A wire transfer in the amount of approximately \$2,600.00 drawn on an account at Chase Bank in Bakersfield, California, to HSBC Bank in Mexico.
6	August 5, 2011	A wire transfer in the amount of approximately \$2,250.00 drawn on an account at Chase Bank in Clovis, California, to HSBC Bank in Mexico.
7	August 10, 2011	A wire transfer in the amount of approximately \$4,970.00 drawn on an account at Bank of America in Blairsden, California, to HSBC Bank in Mexico.

8	August 22, 2011	A wire transfer in the amount of approximately \$6,175.00 drawn on an account at Chase Bank in Clovis, California, to HSBC Bank in Mexico.
9	August 25, 2011	A wire transfer for approximately \$15,912.00 drawn on an account at Tri-Counties Bank in Redding California to HSBC Bank in Mexico.
10	August 29, 2011	A wire transfer for approximately \$4,285.00 drawn on an account at Tri-Counties Bank in Redding, California, to HSBC Bank in Mexico.
11	August 31, 2011	A wire transfer in the amount of approximately \$2,519.40 drawn on an account at Chase Bank in Bakersfield, California, to HSBC Bank in Mexico.
12	September 2, 2011	A wire transfer in the amount of approximately \$9,443.00 drawn on an account at Bank of America in Blairsden, California, to HSBC Bank in Mexico.
13	September 9, 2011	A wire transfer in the amount of approximately \$9,443.00 drawn on an account at Bank of America in Blairsden, California, to BBVA Bank in Mexico.
14	September 12, 2011	A wire transfer in the amount of approximately \$4,099.00 drawn on an account at Chase Bank in Clovis, California, to BBVA Bank in Mexico.
15	September 21, 2011	A wire transfer in the amount of approximately \$8,141.50 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.
16	September 21, 2011	A wire transfer for approximately \$19,782.80 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.
17	September 23, 2011	A wire transfer in the amount of approximately \$3,579.00 drawn on an account at Chase Bank in Bakersfield, California, to BBVA Bank in Mexico.
18	September 30, 2011	A wire transfer in the amount of approximately \$5,062.64 drawn on an account at Chase Bank in Clovis, California, to BBVA Bank in Mexico.
19	September 30, 2011	A wire transfer in the amount of approximately \$8,329.60 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.
20	September 30, 2011	A wire transfer in the amount of approximately \$3,428.00 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.
21	October 12, 2011	A wire transfer in the amount of approximately \$4,713.50 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.
22	October 12, 2011	A wire transfer in the amount of approximately \$11,453.20 drawn on an account at Tri-Counties Bank in Redding, California, to BBVA Bancomer Bank in Mexico.

In violation of Title 18, United States Code, Section 1343.

**FORFEITURE ALLEGATION:** [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – Criminal Forfeiture]

1. Upon conviction of one or more of the offenses alleged in Counts One through Twenty-Two of this Indictment, defendants MARCO ANTONIO RAMIREZ ZUNO, JUAN CARLOS



1 MONTALBO, and WAYNE ARTHUR YORK II, shall forfeit to the United States, pursuant to 18  
2 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property constituting or derived from proceeds  
3 obtained directly or indirectly, as a result of said violations, including but not limited to the following:

4 a. A sum of money equal to the amount of proceeds obtained directly or indirectly,  
5 as a result of such offenses, for which defendant is convicted.

6 2. If any property subject to forfeiture, as a result of the offenses alleged in Counts One  
7 through Twenty-Two of this Indictment, for which defendant is convicted, cannot be located upon the  
8 exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been  
9 placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been  
10 commingled with other property which cannot be divided without difficulty; it is the intent of the United  
11 States, pursuant to 28 U.S.C. § 2461(c), incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other  
12 property of said defendant, up to the value of the property subject to forfeiture.

13  
14 A TRUE BILL.

15  
16 **/s/ Signature on file w/AUS**

17 FOREPERSON

18 

19 PHILLIP A. TALBERT  
20 Acting United States Attorney  
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No. \_\_\_\_\_

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**UNITED STATES DISTRICT COURT**

*Eastern District of California*

*Criminal Division*

**THE UNITED STATES OF AMERICA**

vs.

MARCO ANTONIO RAMIREZ ZUNO,  
JUAN CARLOS MONTALBO,  
aka JOHN MONTALBO,  
aka JOHNNY MONTALBO,  
aka JOHN MONTALVO,  
aka JOHN MONTE, and  
WAYNE ARTHUR YORK II,  
aka TIMOTHY HAMICK,  
aka MICHAEL HALSTON

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**INDICTMENT**

**VIOLATION(S):** 18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud;  
18 U.S.C. § 1343 – Wire Fraud (21 counts);  
18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – Criminal Forfeiture

*A true bill,*

**/s/ Signature on file w/AUSA**

\_\_\_\_\_  
*Foreman.*

Filed in open court this 5 day

of May, A.D. 20 16

\_\_\_\_\_  
*Clerk.*

Bail, \$ \_\_\_\_\_

**NO PROCESS NECESSARY**

\_\_\_\_\_  
*[Signature]*

**United States v. Montalbo et al**  
**Penalties for Indictment**

**Defendants**

**JUAN CARLOS MONTALBO**  
**WAYNE ARTHUR YORK II**  
**MARCO ANTONIO RAMIREZ ZUNO**

**COUNT 1:**           **ALL DEFENDANTS**

**VIOLATION:**       18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud

**PENALTIES:**       Up to 20 years; or  
Fine of up to \$250,000; or both fine and imprisonment  
Supervised release of up to 3 years

**SPECIAL ASSESSMENT:** \$100 (mandatory on each count)

**COUNTS 2-22:**   **ALL DEFENDANTS**

**VIOLATION:**       18 U.S.C. § 1343 – Wire Fraud

**PENALTIES:**       Up to 20 years; or  
Fine of up to \$250,000; or both fine and imprisonment  
Supervised release of up to 3 years

**SPECIAL ASSESSMENT:** \$100 (mandatory on each count)

**FORFEITURE ALLEGATION:**   **all Defendants**

**VIOLATION:**       981(a)(1)(C) and 28 U.S.C. § 2461 – Criminal Forfeiture

**PENALTIES:**       As stated in the charging document